

July 23, 2010

RECORDATION NO. 20192-G FILED

JUL 26 '10 -8 00 AM

SURFACE TRANSPORTATION BOARD

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board (the "Board")  
395 E Street, S.W.  
Washington, DC 20423-0001

Re: BNSF Railway Company (BNRR 1996-C)  
Termination Agreement

Dear Sir or Madam:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the Termination Agreement (BNRR 1996-C) dated as of July 23, 2010 (the "Termination Agreement"), a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 20192.

The names and addresses of the parties to the enclosed document are as follows

Lessee: BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131-2830

Lessor: Spokane Locomotive Lease Co., Ltd.  
c/o Babcock and Brown Aircraft  
Management LLC  
525 Market Street, 33rd Floor  
San Francisco, California 94105  
Attention: General Counsel

Indenture Trustee: Wells Fargo Bank Northwest, National Association  
299 South Main Street  
MAC: U1228-120

Chapman and Cutler LLP

Salt Lake City, Utah 84111  
Attention: Corporate Trust Services  
(BNRR 1996-C)

The equipment covered by the aforesaid Termination Agreement consists of all railroad equipment previously on file and subject to the documents described under Recordation Number 20192, as such documents may have been supplemented, modified or amended.

A short summary of the document to appear in the index follows:

Termination Agreement (BNRR 1996-C).

A fee of forty-one dollars (\$41.00) is enclosed. Please time and date stamp the enclosed copy of the enclosed document along with the extra copy of this letter as proof of filing and recordation of the enclosed document and return the original and any extra copies of such document and this letter not needed by the Board for recordation to:

Robert Alvord, Esq.  
Alvord and Alvord  
1050 Seventeenth Street, N.W.  
Suite 301  
Washington, D.C. 20036

If you have any questions or need further information, please do not hesitate to contact the undersigned at (312) 845-2991.

Sincerely,

CHAPMAN AND CUTLER LLP

BY Michael D. Robson  
Michael D. Robson

Enclosures

JUL 26 '10 -8 00 AM

TERMINATION AGREEMENT  
(BNRR 1996-C)

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AGREEMENT (BNRR 1996-C) (the "*Termination Agreement*") is dated as of July 23, 2010 among Spokane Locomotive Lease Co., Ltd., as lessor ("*Lessor*"), BNSF Railway Company (formerly known as Burlington Northern Railroad Company), as lessee ("*Lessee*") and Wells Fargo Bank Northwest, National Association (successor-in-interest to First Security Bank, National Association), as indenture trustee ("*Indenture Trustee*").

1. The Lessor and the Lessee have heretofore entered into that certain Lease Agreement (BNRR 1996-C) dated as of July 23, 1996 (as amended, supplemented or modified to date, the "*Lease*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease (or a memorandum thereof) was duly recorded with the Surface Transportation Board on July 22, 1996 at 2:00 P.M. under recordation number 20192 covering the locomotives described on Exhibit A attached hereto. Capitalized terms used herein without definition have the meanings assigned to them in the Lease.

2. The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture and Security Agreement (BNRR 1996-C) dated as of July 23, 1996 (as amended, supplemented and modified to date, the "*Indenture*") by which the Lessor granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Lessor's performance of its obligations under the Indenture. The Indenture (or a memorandum thereof) was duly recorded with the Surface Transportation Board on July 22, 1996 at 2:00 P.M. under recordation number 20192-A.

3. The Lessor and the Lessee have heretofore entered into that certain Lease Supplement No. 1 (BNRR 1996-C) dated as of July 23, 1996 (as amended, supplemented or modified to date, the "*Lease Supplement*") by which the Lessor has leased to Lessee certain railroad equipment. The Lease Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on July 22, 1996 at 2:00 P.M. under recordation number 20192-B.

4. The Lessor, the Lessee and the Indenture Trustee have heretofore entered into that certain Trust Indenture Supplement (BNRR 1996-C) No. 1 dated July 23, 1996 (as amended, supplemented and modified to date, the "*Indenture Supplement*") by which the Lessor granted a security interest in certain railroad equipment to the Indenture Trustee in order to secure the Lessor's performance of its obligations under the Indenture. The Indenture Supplement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on July 22, 1996 at 2:00 P.M. under recordation number 20192-C.

5. The Lessor and the Lessee have heretofore entered into that certain Lessor Security Agreement (BNRR 1996-C) dated as of July 23, 1996 (as amended, supplemented and modified to date, the "*Lessor Security Agreement*") by which the Lessor granted to the Lessee a security interest in certain railroad equipment. The Lessor

Security Agreement (or a memorandum thereof) was duly recorded with the Surface Transportation Board on July 22, 1996 at 2:05 P.M. under recordation number 20192-E.

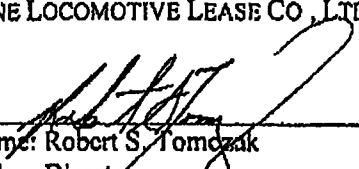
6. Each of the Lease, the Indenture, the Lease Supplement, the Indenture Supplement and the Lessor Security Agreement is terminated effective as of the date hereof with respect to the units of railroad equipment subject thereto.

7. This Termination Agreement shall neither impair nor terminate the rights and obligations of the parties under the Lease, the Indenture, the Lease Supplement, the Indenture Supplement or the Lessor Security Agreement, as applicable, which expressly survive this termination.

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

SPOKANE LOCOMOTIVE LEASE CO., LTD.

By

  
Name: Robert S. Tomczak  
Title: Director

BNSF RAILWAY COMPANY (formerly known as  
Burlington Northern Railroad Company)

By

\_\_\_\_\_  
Name:  
Title:

WELLS FARGO BANK NORTHWEST, NATIONAL  
ASSOCIATION (successor-in-interest to First  
Security Bank, National Association), as  
Indenture Trustee

By


\_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written

SPOKANE LOCOMOTIVE LEASE CO , LTD

By \_\_\_\_\_  
Name  
Title

BNSF RAILWAY COMPANY (formerly known as  
Burlington Northern Railroad Company)

By  \_\_\_\_\_  
Name *L. Steven Vollmer*  
Title *General Director - Finance*

WELLS FARGO BANK NORTHWEST, NATIONAL  
ASSOCIATION (successor-in-interest to First  
Security Bank, National Association), as  
Indenture Trustee

By \_\_\_\_\_  
Name  
Title

IN WITNESS WHEREOF, the parties hereto have each caused this Termination Agreement to be duly executed by their respective officers duly authorized as of the date and year first above written.

SPOKANE LOCOMOTIVE LEASE CO., LTD.

By \_\_\_\_\_  
Name:  
Title:

BNSF RAILWAY COMPANY (formerly known as  
Burlington Northern Railroad Company)

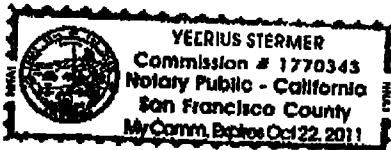
By \_\_\_\_\_  
Name:  
Title:

WELLS FARGO BANK NORTHWEST, NATIONAL  
ASSOCIATION (successor-in-interest to First  
Security Bank, National Association), as  
Indenture Trustee

By                     *mic a*                      
Name: Michael Arcanault  
Title: Assistant Vice President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San FranciscoOn July 23, 2010 before me, Yerius Stermer, notary public  
Date Here Insert Name and Title of the Officerpersonally appeared Robert S. Tomczak  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Yerius Stermer  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**Title or Type of Document: Termination Agreement CBNRR-1496-C)Document Date 7/23/2010 Number of Pages 4

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☒ Corporate Officer — Title(s): Director  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS

On this, the \_\_\_\_ day of June, 2010, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who being by me duly sworn, says that (s)he is the Attorney-in-Fact of SPOKANE LOCOMOTIVE LEASE CO, LTD, that said instrument was signed on June \_\_\_, 2010 on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned

\_\_\_\_\_  
Name  
Notary Public  
My Commission Expires  
Residing in \_\_\_\_\_

(Seal)

STATE OF TEXAS )  
 )  
COUNTY OF TARRANT ) SS

On this, the 18<sup>th</sup> day of June, 2010, before me, a Notary Public in and for said County and State, personally appeared L. Steven Voller, who being by me duly sworn, says that he is the General Director - Finance of BNSF RAILWAY COMPANY, that said instrument was signed on June 18, 2010 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned



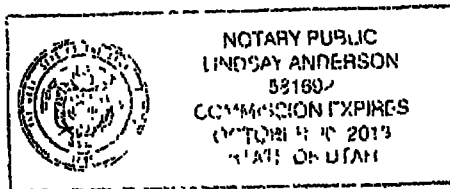
(Seal)

Beth K. Ventimiglia  
Name Beth K. Ventimiglia  
Notary Public - State of Texas  
My Commission Expires 6/13/2012  
Residing in Forth Worth, Texas

STATE OF UTAH                    )  
  )       SS..  
COUNTY OF SALT LAKE        )

On this, the 18<sup>th</sup> day of June, 2010, before me, a Notary Public in and for said County and State, personally appeared Michael Arsenault, who being by me duly sworn, says that (s)he is the Asst. Vice President of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, that said instrument was signed on June 18, 2010 on behalf of said banking corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned



(Seal)

Lindsay Anderson  
Name: Lindsay Anderson  
Notary Public  
My Commission Expires. 10/20/2013  
Residing in Utah

## DESCRIPTION OF EQUIPMENT

EQUIPMENT	QUANTITY	ORIGINAL REPORTING MARKS	CURRENT REPORTING MARKS
General Motors Corporation (Electro-Motive Division) Model SD70M-AC Diesel Electric Locomotives	26	BN 9725 through BN 9739, inclusive, BN 9765 through 9775, inclusive	BNSF 9725 through BNSF 9739, inclusive, BNSF 9765 through BNSF 9775, inclusive
General Motors Corporation (Electro-Motive Division) Model SD75M Diesel Electric Locomotives	8	ATSF 8252, ATSF 8263, ATSF 8266, ATSF 8271 through ATSF 8275, inclusive	BNSF 8252, BNSF 8263, BNSF 8266, BNSF 8271 through BNSF 8275, inclusive

EXHIBIT A  
(to Termination Agreement)

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

7/26/10



\_\_\_\_\_  
Robert W. Alvord